

THE

CASE

OF

Edmond Boulter, Esq;

In ANSWER to

The Petition of the Earl of *Radnor*.

THE Substance of the Earl of *Radnor*'s Petition, is, That the Earl, in Right of his Countess, Daughter of Sir *John Cutler*, having great Demands on Mr. *Boulter*, in relation to the Personal and Real Estate of Sir *John Cutler*, exhibited a Bill in *Chancery* above a Year since, which Mr. *Boulter* should have Answered before *Hilary-Term* then next following; and, That on Mr. *Boulter*, promising to comply with the Earl's Demands, the Earl was prevail'd with to stop his Suit.

That Mr. *Boulter* being since a Member of Parliament, refuseth to satisfie the Earl, and to put in his Answer to the Earl's Bill, although he declared to the Earl, that he did not insist on, but wave his Privilege, but refuseth to give it under his Hand.

The Earl therefore prayeth the House to Approve of, and Confirm Mr. *Boulter*'s waving of his Privilege.

Upon which Petition, it is observed, That it doth not appear by this Petition, what the Earl's pretended Demands were, nor how they are Demandable of Mr. *Boulter*, whether against him in his own Right, or as he is Executor of Sir *John Cutler*, or Trustee.

But, Mr. *Boulter*'s Case is thus, (*viz.*) Sir *John Cutler* made Mr. *Boulter* his Executor, and died the 15th. of *April*, 1693; and by his Will (after his Debts and Legacies paid) gave Mr. *Boulter* his Kinsman all the rest of his Personal Estate (which by the Custom of *London* he could give,) one half of which Personal Estate devolved on the Countess the only Daughter of Sir *John Cutler*, a Freeman of *London*, as her Customary Part. Of which Mr. *Boulter* hath paid the Earl 39000 *l.* and upwards: And Mr. *Boulter* hath also, in Funeral Expences, by the Earl's Consent and Approbation under his Hand, and by Payment of Debts and Law-Charges, laid out above 7660 *l.* Which Payments do consist of very many *Item's* or Particulars, a Moiety of which belongs to the Earl to allow out of his Moiety, and so is in consequence a Payment to him of so much. Besides which, the Earl has enjoyed the Profits of Lands with his Countess, since her Father's Death, amounting to about 14000 *l.*

And

And as to the Lands Sir *John Cutler*, by Deed of Settlement, settled all of it upon Mr. *Boulter*, and his other Relations, in failure of Issue by his Daughter the Countess.

After Sir *John Cutler's* Death, there being great Arrears of Rents from Tenants, Mr. *Boulter* being entitled to Half thereof, and many Rents being desperate, and Tenants poor, the Earl, under Hand and Seal, impowered Mr. *Boulter* to make Abatements and Discharges as he did see cause. Which he did, pursuant to the Power given him.

In relation to the Accounts of which Estate, (after Mr. *Boulter* had paid the Earl such great Sums of Money,) the Earl raising many causeless Scruples in many Particulars, Mr. *Boulter* thought it high time to get an Adjustment and Allowance of his Accompts, which were very large, and therefore desired the Earl to adjust the Accompts between them: Which the Earl delayed, but still pressed Mr. *Boulter* for more Money; and gave out to his Creditors, That Mr. *Boulter* ow'd him a great Summ of Money.

This, as Mr. *Boulter* (who had paid him near the full Moiety of the Receipts) conceived, reflected very much upon him, and made him persist to have his Accompts adjusted. Whereupon, when the Earl could draw no more Money from Mr. *Boulter*, he brought the Bill in *Chancery*, in his Petition mentioned, which is near Two Hundred and Fifty Sheets of Paper, complaining that Mr. *Boulter* would not come to Accompt, and charging therein many things of great Reflection upon Mr. *Boulter*.

Upon which, Mr. *Boulter* attended the Earl concerning them; who told Mr. *Boulter*, That most of the Charges in that Bill was his Counsel's Invention, and against his Knowledge or Intent: And Mr. *Boulter* still pressed to have the Accompts settled and allowed speedily, (Mr. *Boulter* being unwilling to leave them unsettled, in case of his Death.) And the Earl promised fair, but Mr. *Boulter* could get nothing finished, although the Earl made some proceedings; which were only done, as Mr. *Boulter* conceived, to encline Mr. *Boulter* to pay him more Money, but in a short time desisted therein.

When the Earl found that he could not prevail with Mr. *Boulter* to pay him more Money, until the Accompts were actually settled and allowed, and there being considerable of the Personal Estate still standing out, particularly near 20000 *l.* from *William Lenthall*, upon a Mortgage of Land in *Oxfordshire*, and upon the Profits of the Office of Marshal of the *King's Bench*; the Earl desired to compass that Debt or Estates to himself, and to have an Assignment of that Security in further part of his Customary Part of Sir *John Cutler's* Personal Estate. And Mr. *Boulter* was willing to comply with the Earl's Request, provided he might have his Accompts settled and adjusted, and offered the Earl to abate him 1000 *l.* of his share of that Debt.

April 30.
1698.

Whereupon the Earl, after the Bill Exhibited, Entred into an Agreement under Hand and Seal with Mr. *Boulter*, that all Accompts between him and Mr. *Boulter*, relating to the Executorship, and otherwise, should be forthwith Adjusted, and to perform other Matters in that Agreement. But the Accompts are not yet settled by the Earl, nor the other Matters (as Covenanted by the Earl to be done) although Mr. *Boulter* hath consented to a Marshal at the Earl's Request, and by that Agreement, hath let the Earl into Possession of the Profits of the Office of Marshal, on which the Earl hath reserved 1000 *l. per Annam*, as Mr. *Boulter* is informed; and though the Earl doth not perform that Agreement, yet the Earl presseth Mr. *Boulter* to make him an Assignment of
Lenthall's



Lenthall's Land-Security immediately, but procures not Mr. *Lenthall* to settle his Accompts with Mr. *Boulter*; nor doth the Earl perform the Agreement that relates to his Covenant for other Matters for *Lenthall* to do. And Mr. *Boulter* doth apprehend, that if he should Assign to the Earl the Land-Security, without Settlement of *Lenthall's* Accompt, it would after Involve Mr. *Boulter* in Trouble with *Lenthall* on those unsettled Accompts with *Lenthall*.

Note, That since the said Agreement, the Earl and Mr. *Boulter's* Accomptants have been Adjusting the Accompts in an amicable Way, and have gone a great way in it; But the Earl will not settle the Accompts, upon pretence Mr. *Boulter* keeps some Writings touching the Estate in *Cambridgeshire*; which (as is alledged) the Earl Claims the Inheritance of, by a Gift from Mr. *Boulter*, to the Earl and Countess; which if it be true, the Earl has the less reason to Complain of Mr. *Boulter*, being 2500*l.* per Annum Inheritance, and being settled on the Countess for her Life, and on her Issue only: And she is Dead without Issue. But the Matter of that Matter touching the *Cambridgeshire* Estate, is also Controverted.

Wherefore, and in respect of the said Agreement, made long since the Earl's Bill Filed, Mr. *Boulter* hopeth that this Honourable House will not Interpose, until the Earl hath performed his Agreement made since the Bill Exhibited, relating to the Setling and Adjusting all Accompts of the Executorship, and otherwise, as Agreed to be amicably done, and which are so far forwarded by Mr. *Boulter*, that Mr. *Boulter* hath permitted the Earl's own Agent to take a full Accompt thereof, and of the Inventory of the whole Personal Estate, and of all Receipts and Disbursements, and they are all before the Earl, to Allow, or make his particular Objections thereunto; which, as yet, the Earl hath not done; but contrary to his Agreement, would without any Just Cause, engage Mr. *Boulter* in a Troublesom and Chargeable Suit in *Chancery*.

As to Mr. *Boulter's* waving his Privilege, he hath done no Act since he was a Member for any such Purpose; But he believes he might (being asked whether he would insist on his Privilege) say, he believed he should not. But surely, every slight word will not make a Waver of Privilege of a Member.

As to the Matter of the Lord *De-la-Ware* and Sir *John Cutler*, it was thus; Sir *John Cutler* had put in an Answer in *Chancery*, and submitted to many Orders to be made in time of Privilege, without Complaint of any Breach; and afterwards would have resumed his Privilege;

Which the House would not permit him to do.

In this Case there are only such Words pretended, as before.

Mr. Boulter's Intent is only to avoid a tedious Suit in Chancery upon Accompt, and have all his Accompts adjusted by a Reference to Indifferent Persons; which if the Earl refuses, Mr. Boulter being accomptable, in his own Person and Estate, for what he has done touching Sir John Cutler's Estate: He hopes this Honourable House will not Interpose in this Matter.

THE
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Edmond Boulter, Efq;

